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12.25

THIS INSTRUMENT made May 6, 1988  
between John K. Arpan, married to Denise A.  
Arpan his wife.

88203785

1090 S. Haddow Ave. Arlington Hts, IL 60005  
herein referred to as Mortgagors and THOMAS W. HUNTER

800 E. Northwest Hwy. Palatine, IL. 60067

The Above Space For Recorder's Use Only

herein referred to as Trustee, witnesseth That Whereas Mortgagors are justly indebted to the legal holder of a promissory note, term, Installment Note, not extended here with, executed by Mortgagors, made payable to Beneficiary and delivered in and by which the Mortgagors promise to pay the principal sum of TWO THOUSAND FIVE HUNDRED AND 00/00 (\$2,500.00) Dollars, contract bearing date May 6, 1988 on the balance of principal remaining to time impaid at the rate of Nine percent per annum, such principal sum and interest to be payable ON DEMAND.

the extent not paid when due, to bear interest at the rate of Nine percent per annum, as the legal holder of the note, hereinafter referred to as Trustee, witnesseth That Whereas Mortgagors are justly indebted to the legal holder of a promissory note, term, Installment Note, not extended here with, executed by Mortgagors, made payable to Beneficiary and delivered in and by which the Mortgagors promise to pay the principal sum of TWO THOUSAND FIVE HUNDRED AND 00/00 (\$2,500.00) Dollars, contract bearing date May 6, 1988 on the balance of principal remaining to time impaid at the rate of Nine percent per annum, such principal sum and interest to be payable ON DEMAND.

NOW THEREFORE the said Mortgagors, in the presence of the undersigned, a Notary Public, in and with the terms, provisions and limitations, the above mentioned note, and of this Trust Deed, at the time and place herein stated, have caused to be recorded, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, his heirs, successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, being and bearing to-wit:

LOTS 22 AND 23 IN BLOCK 2 IN FEUERBORN AND KLODE'S ARLINGTON MANOR IN SECTION 9 AND SECTION 10, TOWNSHIP 11 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

88203785

which, with the property hereinafter described, is referred to hereinafter as the premises.  
Lot 22 Lot 23  
Permanent Key State Index Number: 08-10-102-032-031  
Address of Real Estate 1090 S. Haddow Ave. Arlington Heights, IL. 60005

That THE REVERSE of this promissory note, hereinafter referred to as the note, and all of its terms, conditions, provisions and limitations, the above mentioned note, and of this Trust Deed, at the time and place herein stated, have caused to be recorded, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, his heirs, successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, being and bearing to-wit:

TO HAVE AND TO HOLD by the promises and they and Trustee, his heirs, successors and assigns, forever, for the purposes and uses and purposes herein stated, unto the legal holder of the note, hereinafter referred to as Trustee, his heirs, successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, being and bearing to-wit:

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust Deed) are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of the Mortgagors, the legal holder and Trustee, this 6th day of May, 1988.

BY AND IN PRESENCE OF  
NAME OF MORTGAGOR  
John K. Arpan (Seal)

State of Illinois, County of Cook  
I, the undersigned, a Notary Public in and for said County of Cook, do hereby certify that John K. Arpan, married to Denise A. Arpan his wife,

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on this 6th day of May, 1988, and acknowledged to me that he signed the same and that he executed the same as his free and voluntary act, for the uses and purposes therein set forth, and that the release and waiver of the legal holder of the note, hereinafter referred to as Trustee, his heirs, successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, being and bearing to-wit:

Commission expires May 31, 1991  
The instrument was prepared by THOMAS W. HUNTER 800 EAST NORTHWEST HWY., PALATINE, ILL. 60067

Mortgage prepared by THOMAS W. HUNTER 800 EAST NORTHWEST HWY., PALATINE, ILL. 60067

Notary Public Seal  
SUSAN HARTMAN  
Notary Public, State of Illinois  
My Commission Expires 12/31/88

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1. Mortgagors shall (1) keep said premises in good condition and repair, without waste, (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof, (4) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit to Trustee evidence of the discharge of such prior lien to Trustee or to holders of the note, (5) complete within a reasonable time all building or rebuilding now or at any time in process of erection upon said premises, (6) comply with all requirements of law or municipal ordinances applicable to the premises and the use thereof, (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of repairing or replacing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under any franchise policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right action to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case of default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and made immediately due and payable, with interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any overplus to Mortgagors, then heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further time when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of (a) the indebtedness secured hereby, or (b) any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.


13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all the indebtedness secured by this Trust Deed has been fully paid, and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the County shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the County in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the same powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No. 202

  
Trustee

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

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